

IT Software and equipment Vendors  
Indonesia  
Attn: Sales Representative

In reply please  
refer to: WCO/INO/IT/RFQ 012-2025  
Originator: Procurement Unit

Jakarta, 30 May 2025

Subject: **Request for Quotation: Adobe Creative Cloud License 2025 for WHO Indonesia**

**CLOSING DATE: 5 June 2025, 10:00 Jakarta time**

As part of its work, the World Health Organization, Country Office in Indonesia undertakes jointly with Member States and other specialized UN Agencies, a variety of health projects for which equipment and supplies are provided free of charge by the Organization. Purchases of such material are non-commercial and international in character, as the products in question are for use in health programmes mainly in Indonesia or in the offices of the Organization itself.

WHO is having a requirement of Office Stationery WCO Indonesia. Please provide your offer based on the specification given in **Annex 1. Price Schedule**.

**Bid Submission**

- Annex 1. Price Schedule with picture/brochures of item requested
- Annex 2. Vendor Information form
- Company profile : indicating previous experience related to ICT and software equipment

**Note:**

- Price quoted is in IDR currency only, DAP Jakarta, Indonesia
- Payment will be made after work completion and will be processed within 30 days upon submission of invoice.

Please submit your offer and annexes to [seinobids@who.int](mailto:seinobids@who.int) indicating the RFQ number **(RFQ 012-2025)** in the Subject Line: WCO/INO/IT/RFQ/012-2025

**For WHO Representative, Indonesia**

**Annex 1. Table 1. Price Schedule (RFQ 012-2025)**

No	Description	QTY	Unit	Unit price (IDR)	Total price (IDR)
1	Annual renewal of Adobe Creative Cloud License 2025 for Teams All Apps Multi Platforms ID Contract: 78F5B6F104BB68E9683A	1	license		
<b>Grand Total (IDR)</b>					

No	Mandatory Information		Bidder's Responses
1	All terms and condition in the RFQ is accepted	Yes/No	
2	Standard WHO 30 days payment terms acceptable	Yes/No	

**Note:**

- Price quoted should be in IDR currency only with DAP: Jakarta, Indonesia
- Prices quoted should be Customs Duty free as WHO is exempt from all statutory levies, taxes, and duties. Terms and conditions attached.
- Payment terms: Payment will be made after goods are delivered and work completion. Invoice will be processed within 30 days upon delivery and submission of invoice.

Signature:

Name:

Title:

Name of Company:

## Annex 2. Vendor Information Form

In compliance with the Invitation to Bid requirements and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the bid upon which prices are quoted and delivered at the point as specified after the receipt of WHO Purchase Order.

<b>Company Information Requirements:</b>	
Company Name:	
Company Address:	
Contact Person:	
Phone Number:	
Fax Number:	
Bank Name & Address:	
Bank Account Name:	
Account Number / Currency:	
SWIFT Code:	
Email address:	
Signature of Company's Authorized Representative:	
Date:	



## GENERAL TERMS AND CONDITIONS

### General Terms and Conditions

#### 1. ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the Vendor signing and returning the acknowledgement copy or by the timely delivery of the goods specified. The contract between the parties is subject only to the terms and conditions detailed here below. Any contractual terms and conditions of the contractor, whether included in the offer, invoices or any other document, are hereby excluded. In the event this purchase order contains any provisions, which are contrary to the provisions of the contractor's offer, the provisions of this purchase order shall take precedence.

#### 2. DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms.

#### 3. PAYMENT TERMS

- (a) World Health Organisation further referred to as WHO shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order, make payment within 30 days of receipt of the Vendor's invoice for the goods and copies of the customary Shipping documents specified in the contract.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- (c) Unless authorized by WHO, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
- (d) The prices shown in the Purchase Order may not be increased except by express written agreement of WHO.
- (e) Inspection prior to shipment does not relieve the Vendor from his contractual obligations.
- (f) WHO shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.
- (g) In case of goods which require installation 90% payments will be made initially as per WHO standard term and the balance 10% will be paid on receipt of satisfactory installation/commissioning/delivery receipt from the end-user.
- (h) WHO does not make "advance payment", nor does it establish a letter of credit.

#### 4. TAX EXEMPTION

- (a) Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its Subsidiary organs, as well as specialized agencies, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes

WHO to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to WHO. Payment of such corrected invoiced amount shall constitute full payment by WHO. In the event any taxing authority refuses to recognize the exemption status from such taxes, the Vendor shall immediately consult with WHO to determine a mutually acceptable procedure.

- (b) Items listed in the Schedule to the Central Excise Tariff Act, 1995 (5 of 1986), when supplied to the United Nations or an International Organization for their official use, or supplied to the projects financed by the said United Nations or an International Organization shall be exempt from payment of excise duty in pursuance to Ministry of Finance Notification No. 108/95-CENTRAL EXCISE of August 28 1995. Accordingly, the prices quoted should be exclusive of excise duty. Similar exemptions are applicable for sales tax and octroi also. Necessary exemption certificates to this effect shall be provided at appropriate time.

#### 5. EXPORT LICENCE

The contract is subject to the obtaining of any export licence or other governmental authorization which may be necessary. It will be the responsibility of the firm to obtain such licence or authorization, but the World Health Organization will do everything in its power to assist. In the event of refusal thereof, the contract will be annulled and all claims between the parties automatically waived. For export licence application and Exchange Control purposes, the source of funds or type of account from which payment for this order will be made is named overleaf.

#### 6. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the Purchase Order.

#### 7. FITNESS OF GOODS/PACKING

Vendor warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Vendor by WHO and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged adequately to protect the goods.

#### 8. WARRANTY CLAUSE

The Vendor warrants that the use or supply by WHO of the goods offered for sale under the Purchase Order do not infringe any patent, trade-name, or trade-mark. In addition, the Vendor shall pursuant to this warranty indemnify, defend and hold harmless WHO and the United Nations from any actions or claims brought against WHO or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising from the Purchase Order.

#### 9. FORCE MAJEURE

Neither party to the contract shall be held responsible for delay in the fulfilment thereof due to force majeure, strikes, lock-out, war, civil unrest, or other factors outside its control.

## **10. RIGHTS OF WHO**

In case of failure by the Vendor to perform under the terms and Conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, WHO may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) Procure all or part of the goods from other sources, in which event WHO may hold the Vendor responsible for any excess cost occasioned thereby.
- (b) Refuse to accept delivery of all or part of the goods.
- (c) Terminate the Purchase Order.
- (d) In the event the delivery is delayed beyond the period quoted by the supplier, WHO reserves the right to apply a penalty of 2% of the order value for every 30 days of delayed delivery and / or cancel the order.

## **11. INDEMNIFICATION**

The Vendor shall indemnify and save harmless WHO and the Government who receives the items referred to herein from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Vendor. WHO shall promptly give notice to the Vendor of any claims, damages, losses, costs and expenses and shall cooperate in a reasonable manner with the Vendor.

## **12. ASSIGNMENT AND INSOLVENCY**

(a) The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of the WHO.

(b) Should the Vendor be adjudged bankrupt, or be liquidated or become insolvent, or should the Vendor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Vendor, the WHO may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Vendor shall immediately inform the WHO of the occurrence of any of the above events.

## **13. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE WHO**

The Vendor shall not advertise or otherwise make public the fact that it is a Vendor with the WHO, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of the WHO, or any abbreviation of the name of the WHO in connection with its business or otherwise.

## **14. ARBITRATION**

Any controversy or claim arising out of or in connection with the Purchase Order or any breach thereof, shall, unless it is settled by Direct negotiation, be settled by the UNCITRAL Arbitration Rules as at present in force. The parties to the Contract shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such controversy or claim.

## **15. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and

immunities of the United Nations, including its subsidiary organs.

## **16. GENERAL**

- (a) WHO reserves the right to accept or reject any quotation in part or in full without assigning any reason thereof and no correspondence/inquiry is entertained in this respect.
- (b) Normally all bids under <\$70,000 are not opened publicly. Only in the case of large or complex tenders, WHO in its own discretion invites vendors for a public opening at a place/time specified in the solicitation documents.

## **17. PHARMACEUTICAL PRODUCTS**

For pharmaceutical formulations, the standards conformed to IP, BP, USP etc., and the shelf-life at the time of delivery must be specified.

As a matter of principle, the World Health Organization (WHO) applies the WHO Certification Scheme on the quality of products moving in international trade. Therefore, suppliers are requested to provide product certificates issued by the competent drug regulatory authority in the supplier's country (e.g. Drug Controller in the case of Indian suppliers). The certificate(s) should state the (i) the supplier manufacturers in conformity with requirements for Good Manufacturing Practices (GMP) in regularly inspected manufacturing plants, and (ii) the product(s) offered are authorized to be placed on the domestic and/or export market.

18. Quotations must be valid for at least three months and if an order is placed, the price must remain firm until satisfactorily executed.

19. The supplier should provide full description of proposed items and submit product brochures. Vendors may be requested to provide samples of the products.